
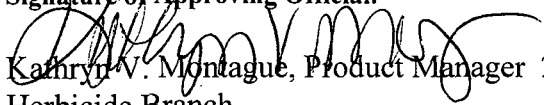


8959-59

1/16/2013

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 <b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b> Office of Pesticide Programs Registration Division (7505P) Ariel Rios Building 1200 Pennsylvania Ave., NW Washington, D.C. 20460	<b>EPA Registration Number:</b>  8959-59	<b>Date of Issuance:</b>  JAN 16 2013
	<b>NOTICE OF PESTICIDE:</b> <input checked="" type="checkbox"/> Registration <input type="checkbox"/> Reregistration (under FIFRA, as amended)	
	<b>Term of Issuance:</b> Unconditional	
<b>Name of Pesticide Product:</b> RESTORESm.a.r.t. RTU		
<b>Name and Address of Registrant (include ZIP Code):</b> Applied Biochemists W175N11163 Stonewood Drive, Suite 234 Germantown, WI 53022		
<b>Note:</b> Changes in labeling differing in substance from that accepted in connection with this registration must be submitted to and accepted by the Registration Division prior to use of the label in commerce. In any correspondence on this product always refer to the above EPA registration number.		
<p>On the basis of information furnished by the registrant, the above named pesticide is hereby registered/reregistered under the Federal Insecticide, Fungicide and Rodenticide Act. Registration is in no way to be construed as an endorsement or recommendation of this product by the Agency. In order to protect health and the environment, the Administrator, on his motion, may at any time suspend or cancel the registration of a pesticide in accordance with the Act. The acceptance of any name in connection with the registration of a product under this Act is not to be construed as giving the registrant a right to exclusive use of the name or to its use if it has been covered by others.</p> <p>This product is registered in accordance with FIFRA sec. 3 (c) (5) provided that you:</p> <ol style="list-style-type: none"><li>1. Submit and/or cite all data required for the registration/ reregistration review of your product when the Agency requires all registrants of similar products to submit data; and submit acceptable responses required for reregistration of your product under FIFRA section 4.</li><li>2. Make the following label changes:<ol style="list-style-type: none"><li>a. Change the EPA Registration Number to: 8959-59.</li><li>b. On page 2, revise statement to read: "Controls many aquatic weeds, as listed."</li><li>c. Also on page 2, under "Product Information" add, "(as listed)" after the statement, "controls many aquatic weeds."</li><li>d. On page 4, second statement, specify which "pondweeds" and watermilfoils it actually controls.</li></ol></li></ol>		
<b>Signature of Approving Official:</b>  Kathryn V. Montague, Product Manager 23 Herbicide Branch Registration Division (7505P)	<b>Date:</b>  JAN 16 2013	

- e. Update the "Storage and Disposal" statements per PRN 2007-4.
3. Submit one (1) copy of the revised final printed label before the product is released for shipment.

If these conditions are not complied with, the registration will be subject to cancellation in accordance with FIFRA sec. 6(e). Your release for shipment of the product constitutes acceptance of these conditions.

A stamped copy of the label is enclosed for your records.

Enclosure

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# RESTOREs.M.A.R.T. RTU

S.M.A.R.T. Selective Management Aquatic Restoration Tool  
Aquatic Weed Herbicide

For Ponds

READY-TO-USE

ACTIVE INGREDIENT:

Fluridone: 1-methyl-3-phenyl-5-[3-(trifluoromethyl)phenyl]-4(1H)-pyridinone ..... 3.79%

OTHER INGREDIENTS: ..... 96.21%

TOTAL: ..... 100.0%

One quart contains 0.08 pounds of fluridone.

KEEP OUT OF REACH OF CHILDREN  
**CAUTION**

Distributed By:

Applied Biochemists

W175N11163 Stonewood Drive, Suite 234

Germantown WI 53022

www.appliedbiochemists.com

1-800-558-5106

EPA Reg. No. 8959-XX

EPA Est. No. (As Indicated on Container)

**Net Contents:** (As specified on container)

**ACCEPTED**

**with COMMENTS**

**in EPA Letter Dated:**

**JAN 16 2013**

Under the Federal Insecticide,  
Fungicide, and Rodenticide Act  
as amended, for the pesticide  
registered under EPA Reg. No.

8959-S9

Restores.M.A.R.T. RTU

8959-XX

Draft Label 09-06-2012

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*[Note to reviewer: Text in brackets is optional marketing claims or brackets act as a placeholder for graphics.]*

[Controls] [Hydrilla] [Duckweed] [Lily] [Coontail] [Milfoil]

[This Product Controls the Entire Weed, Including the Roots]

This product provides control of most species of aquatic weeds in ponds that have no outflow or limited outflow.

## HOW THIS PRODUCT WORKS

## DIRECTIONS FOR USE

## PRECAUTIONS AND RESTRICTIONS

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## APPLICATION INSTRUCTIONS

- Thoroughly shake the product before use.
- Apply this product when it is dry and sunny with little or no wind.
- Begin application when weeds are beginning to grow. This product is most effective if it is applied when weeds are actively growing.
- Apply this product to man-made or natural ponds that have limited or no outflow.
- Apply this product directly into the water either in one location or multiple locations. The product will mix throughout the pond.
- If there is an algae infestation, apply this product in conjunction with an EPA approved algicide.

## RATE OF APPLICATION

Apply this product in accordance with the following application schedules:

### SCHEDULE 1: Aquatic Weed Control

Application	Application Day	Amount of this product for a 0.5 acre pond with 4 foot average pond depth	Amount of this product for a 1 acre pond with 4 foot average pond depth
		<i>Amounts in Quarts</i>	<i>Amounts in Quarts</i>
1	Day 1	2	4
2	Day 21	1	2
3	Day 42	1	2

If you are applying this product into a pond that is a different size, or has a different average depth from the depths listed in Schedule 1, calculate the amount of product to apply using the following formula (round up the result to nearest 0.5 of a quart).

Application	Application Day	Formula
1	Day 1	<p>Pond area (in acres) x Pond average depth (in feet) = Quantity of this product to apply (in quarts)</p> <p>Example: 1.7 acre pond x 6.0 foot average depth = 10.2 (rounded up to 10.5 quarts)</p>
2	Day 21	<p>Pond area (in acres) x Pond average depth (in feet) x 0.5 = Quantity of this product to apply (in quarts)</p> <p>Example: 1.7 acre pond x 6.0 foot average depth x 0.5 = 5.1 (rounded up to 5.5 quarts)</p>
3	Day 42	<p>Pond area (in acres) x Pond average depth (in feet) x 0.5 = Quantity of this product to apply (in quarts)</p> <p>Example: 1.7 acre pond x 6.0 foot average depth x 0.5 = 5.1 (rounded up to 5.5 quarts)</p>

**THIS PRODUCT WILL CONTROL THE FOLLOWING AQUATIC WEEDS:** Bladderwort, Common Coontail, Common Duckweed, Egeria or Brazilian Elodea, Common Elodea, Fanwort or Cabomba, Hydrilla, Naiad, Paragrass, Most Pondweeds, Spatterdock, Most Watermilfoils, Water-lily

**THIS PRODUCT WILL PARTIALLY CONTROL THE FOLLOWING AQUATIC WEEDS:** Alligatorweed, American eelgrass /Tapegrass, American lotus, Barnyardgrass, Cattail, Giant cutgrass, Limnophila, Parrotfeather, Illinois Pondweed, Reed canarygrass, Salvinia, Smartweed, Southern watergrass, Spikerush, Torpedograss, Variable-leaf Watermilfoil, Creeping Waterprimrose, Waterpurslane, Common Watermeal<sup>†</sup>

<sup>†</sup> for partial control of watermeal, see schedule 2 [below] [or actual location of table].

**SCHEDULE 2: Application Rates For The Partial Control Of Watermeal\***

Application	Application Day	Amount of this product for a 0.5 acre pond with 4 foot average pond depth <i>Amounts in Quarts</i>	Amount of this product for a 1 acre pond with 4 foot average pond depth <i>Amounts in Quarts</i>
1	Day 1	3	6
2	Day 21	1.5	3
3	Day 42	1.5	3

\* The application rates in Schedule 2 controls all the aquatic weeds listed on the label except watermeal which is only partially controlled with the Schedule 2 application rates.

**IMPORTANT:** In a single growing season, total combined applications of this product must not exceed 3 quarts per acre foot. Refer to PRECAUTIONS AND RESTRICTIONS ([above][or actual location of table]).

If you are applying this product into a pond that is a different size, or has a different average depth from those in Schedule 2, calculate the amount of product to apply using the following formula (round up the result to nearest 0.5 of a quart).

Application	Application Day	Formula
1	Day 1	Pond area (in acres) x Pond average depth (in feet) x 1.5 = Quantity of this product to apply (in quarts)  Example: 1.7 acre pond x 6.0 foot average depth x 1.5 = 15.3 (rounded up to 15.5 quarts)
2	Day 21	Pond area (in acres) x Pond average depth (in feet) x 0.75 = Quantity of this product to apply (in quarts)  Example: 1.7 acre pond x 6.0 foot average depth x 0.75 = 7.65 (rounded up to 8 quarts)
3	Day 42	Pond area (in acres) x Pond average depth (in feet) x 0.75 = Quantity of this product to apply (in quarts)  Example: 1.7 acre pond x 6.0 foot average depth x 0.75 = 7.65 (rounded up to 8 quarts)

1 acre-foot of water =  
1 acre surface area of water with an average depth of 1 foot

Example 1: a pond with 1 acre of surface area with an average water depth of 6 feet  
= 6 acre-feet of water

Example 2: a pond with 4 acres of surface area with an average water depth of 6 feet  
= 24 acre-feet of water

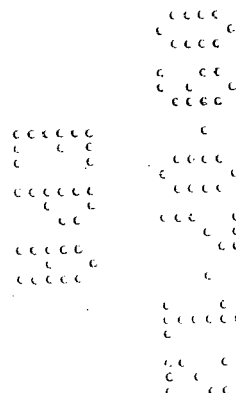
## STORAGE AND DISPOSAL

**Pesticide Handling and Storage:** Keep container stored with nozzle in closed position. Store product in original container in a safe place away from direct sunlight. Keep from freezing.

**Pesticide and Container Disposal:** Nonrefillable container. Do not reuse or refill this container.

If Empty: Place in trash or offer for recycling if available.

If Partly Filled: Call your local solid waste agency for disposal instructions. Never place unused product down any indoor or outdoor drain.



[Optional Warranty Statements]

#### **WARRANTY AND LIMITATION OF DAMAGES**

The directions for use of this product must be followed carefully. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, (1) THE GOODS DELIVERED TO YOU ARE FURNISHED "AS IS" BY MANUFACTURER OR SELLER AND (2) MANUFACTURER AND SELLER MAKE NO WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND TO BUYER OR USER, EITHER EXPRESS OR IMPLIED, OR BY USAGE OF TRADE, STATUTORY OR OTHERWISE, WITH REGARD TO THE PRODUCT SOLD, INCLUDING, BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE, OR ELIGIBILITY OF THE PRODUCT FOR ANY PARTICULAR TRADE USAGE. UNINTENDED CONSEQUENCES, INCLUDING BUT NOT LIMITED TO INEFFECTIVENESS, MAY RESULT BECAUSE OF SUCH FACTORS AS THE PRESENCE OR ABSENCE OF OTHER MATERIALS USED IN COMBINATION WITH THE GOODS, OR THE MANNER OF USE OR APPLICATION, INCLUDING WEATHER, ALL OF WHICH ARE BEYOND THE CONTROL OF MANUFACTURER OR SELLER AND ASSUMED BY BUYER OR USER. THIS WRITING CONTAINS ALL OF THE REPRESENTATIONS AND AGREEMENTS BETWEEN BUYER, MANUFACTURER AND SELLER, AND NO PERSON OR AGENT OF MANUFACTURER OR SELLER HAS ANY AUTHORITY TO MAKE ANY REPRESENTATION OR WARRANTY OR AGREEMENT RELATING IN ANY WAY TO THESE GOODS.

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TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, MANUFACTURER OR SELLER SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR DAMAGES IN THEIR NATURE OF PENALTIES RELATING TO THE GOODS SOLD, INCLUDING USE, APPLICATION, HANDLING, AND DISPOSAL. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, MANUFACTURER OR SELLER SHALL NOT BE LIABLE TO BUYER OR USER BY WAY OF INDEMNIFICATION TO BUYER OR TO CUSTOMERS OF BUYER, IF ANY, OR FOR ANY DAMAGES OR SUMS OF MONEY, CLAIMS OR DEMANDS WHATSOEVER, RESULTING FROM OR BY REASON OF, OR ARISING OUT OF THE MISUSE, OR FAILURE TO FOLLOW LABEL WARNINGS OR INSTRUCTIONS FOR USE, OF THE GOODS SOLD BY MANUFACTURER OR SELLER TO BUYER. ALL SUCH RISKS SHALL BE ASSUMED BY THE BUYER, USER, OR ITS CUSTOMERS. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, BUYER'S OR USER'S EXCLUSIVE REMEDY, AND MANUFACTURER'S OR SELLER'S TOTAL LIABILITY SHALL BE FOR DAMAGES NOT EXCEEDING THE COST OF THE PRODUCT.

**If you do not agree with or do not accept any of the directions for use, the warranty disclaimers, or limitations on liability, do not use the product, and return it unopened to the Seller, and the purchase price will be refunded.**

Or

#### **WARRANTY**

To the extent consistent with applicable law neither the manufacturer nor the seller makes any warranty, expressed or implied concerning the use of this product other than indicated on the label. To the extent consistent with applicable law buyer assumes risk of use of this material when such use is contrary to label instructions. Read and follow the label directions.

[Trademark ownership statement]